

**MASTER AGREEMENT
FOR EMPLOYEE RELATIONS COMMISSION
HEARING OFFICER SERVICES**

AGREEMENT NO. _____

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day of _____, 2014,

by and between

County of Los Angeles,
(hereafter referred to as "County"),

and

(hereafter referred to as "Contractor")

Business Address:

RECITALS

WHEREAS, on June 4, 2013, the County entered into a Master Agreement with Contractor for Employee Relations Commission Hearing Officer Services, further identified as Agreement No. _____ (hereafter referred to as "Agreement"); and;

WHEREAS, the County and Contractor mutually agree to amend the indemnification provisions of the Agreement to clarify that Contractor's services are quasi-judicial in nature and protected by absolute immunity, and to provide for the County's defense of hearing officers who are sued in the scope of hearing officer duties (hereafter referred to as "Amendment"); and

WHEREAS, on May 13, 2014, the Board of Supervisors approved the Amendment;

WHEREAS, the Executive Officer of the Board of Supervisors is authorized to execute the Amendment.

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the parties that Agreement No. _____, shall be amended as follows:

1. This Amendment shall commence on the date of execution by the Executive Officer of the Board of Supervisors or designee.
2. Section 8.22, **INDEMNIFICATION**, shall be deleted in its entirety and replaced as follows:

8.22 INDEMNIFICATION

1. The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to

demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

2. Hearing Officers' functions are quasi-judicial in nature and are protected by quasi-judicial immunity. The County will provide a defense to Hearing Officers who are sued in the scope of Hearing Officer duties.

3. Except for the changes expressly set forth herein, the Agreement shall not be changed in any respect by the Amendment.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No 1 to Agreement
No. _____:

COUNTY OF LOS ANGELES

By _____
SACHI A. HAMAI
Executive Officer,
Board of Supervisors

CONTRACTOR

By: _____

APPROVED AS TO FORM
BY COUNTY COUNSEL

JOHN F. KRATTLI

By _____
Deputy County Counsel